

COVER PAGE – SF 1449

US EMBASSY DAKAR
Rue Jean XXIII x Rue Kleber
Dakar – Senegal

March 23, 2010

To: Prospective Quoters

Subject: Request for Quotations number SSG200-10-Q-0853

Enclosed is a Request for Quotations (RFQ) for lodging, conference facilities and banqueting during AFRICOM Symposium, 12 -15 July 2010. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

US EMBASSY DAKAR
GSO/PROCUREMENT
Rue Jean XXIII x Rue Kleber
Dakar

Please submit your quotation in a sealed envelope marked "Quotation enclosed". The deadline for receipt of quotations is **12.00 am** local time, on **28 April, 2010**. No quotations will be accepted after this time.

Direct any questions regarding this request for quotations in writing to **Mrs Carla Nadeau**, Contracting Officer, Questions must be written in English and may be sent to **fax number (221) 33822 8085**.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Contracting Officer

Enclosure:
As stated.

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SSG200-10-Q-0853

GENERAL INFORMATION

INTRODUCTION

The US AFRICA COMMAND was created on February 6, 2007. The decision was the culmination of a 10-year thought process within the Department of Defense (DoD) acknowledging the emerging strategic importance of Africa, and recognizing that peace and stability on the continent impacts not only Africans, but the interests of the U.S. and international community as well. The creation of U.S. Africa Command enables DoD to better focus its resources to support and enhance existing U.S. initiatives that help African nations, the African Union, and the regional economic communities succeed. It also provides African nations and regional organizations an integrated DoD coordination point to help address security and related needs.

The Africa Center for Strategic Studies (ACSS) is a unique agency within the United States Department of Defense that serves as a link between military and civilians involved in the security sector from across Africa, Europe, and the United States. The Africa Center's main goal is to bring individuals together to create and maintain a global network of professionals with a shared commitment to addressing security-related challenges facing Africa.

PURPOSE

This annual symposium is designed to enhance understanding of U.S. Africa Command, its mission and objectives among the academic community in Africa, Europe and the United States; to solicit the input of the academic community on how U.S. Africa Command can best support peace and stability in Africa and to explore the potential for future interface between U.S. Africa Command and the academic community. The symposium will bring together a diverse cross-section of academia from Africa, Europe and the United States with expert knowledge in African political and security issues. Key subject matter areas will include history, political science, security studies, civil-military relations, conflict management and counterterrorism. Establishing relationships with the academic community will enable U.S. Africa Command to develop practical knowledge of the myriad of political, economic, military, social and informational environments across Africa, as well as engender the development of new information. This and future symposia will enable academia to help inform the Command's plans, decisions, and actions in the pursuit of security and stability in Africa.

Quality logistical support is key to creating an atmosphere for exchange of ideas. Logistical support and program content equally contribute to the success of the seminar.

SPECIFIC REQUIREMENTS: See Exhibits A through E.

GENERAL REQUIREMENTS

Security. The security classification of work to be performed under the contract is unclassified. The contractor employees will comply with any applicable symposium security directives and regulations during the performance of work.

Amenities. Within five days of award of this contract, the hotel shall provide detailed information on amenities and discounts available to participants, faculty and staff attending the symposium.

2. PERFORMANCE BASED MATRIX.

The Government will monitor the Contractor's performance under this contract using on-site inspections and customer feedback. The contractor will be given the opportunity to correct or address any adverse findings resulting from observations and feedback. Failure to correct any adverse findings or failure to deliver all services described in this contract may result in non-acceptance of the services by the Government. Failure to meet the standards of this performance work statement may result in a deduction of price equal to the value of the unperformed or poorly performed services. Failure to provide services in accordance with this contract could also result in termination of the contract for cause and/or adversely impact the Contractor's ability to be selected for future contracts.

Ms. Elisabeth Feleke, ACSS Regional Program Manager for West Africa, designated as Operations Lead for the 2010 Africa Command Symposium, will observe the following:

Outcome	Performance Metric	Performance Standard
Contractor shall provide sufficient logistical support to create the most conducive environment to maximize AFRICOM's goal to be highly valued for its provision of quality academic programs that bring together a diverse cross-section of academia from Africa, Europe and the United States with expert knowledge in African political and security issues.	Contractor POC	Responsive, knowledgeable, availability.
	Rooms	Each event attendee provided his / her own room with private bath, cleaned daily and individually climate-controlled.
	Meals	Servers present, fresh, variety, labeling, accommodates program schedule.
	Coffee Breaks	Servers present, fresh coffee, tea, water and juice, fresh fruit, fresh pastries, accommodates program schedule.
	Conference Facilities	Plenary Room set-up to facilitate maximum participation and visibility of images and text projected on large screens in multiple languages (i.e. free from obstruction); Lectern and dais set-up to complement seating arrangement encouraging maximum interaction between speakers, moderators, panelists and participants; set-up prior to required availability; climate controlled, adequately lit, availability of bottle water, writing pads with

		<p>pens/pencils, clocks, conference signs.</p> <p>Breakout Group Room seating set-up to promote maximum participation and interaction between facilitators and participants; seating set-up prior to required availability in accordance with diagrams to be provided by ACSS; climate controlled, adequately lit.</p> <p>Other offices set-up in accordance with diagrams to be provided by ACSS prior to required availability, climate controlled, adequately lit, ability to be secured; availability of internet capability, and phones as defined in this PWS.</p>
	Miscellaneous Equipment	<p>Three large screens free from stains, wholes, tears, etc. Ten flip chart stands to be placed in four breakout rooms and operations center.</p> <p>Phone with international and local calling capability, AFRICOM / ACSS availability to access.</p> <p>Internet connectivity, 24 hour access.</p>
	Optional Services	<p>State of the art copier fit for use, with ability to mass produce large quantities rapidly, AFRICOM / ACSS availability to access copier, ability of copier to accept U.S. Letter size paper.</p>
	Shuttle Service	<p>Timeliness, availability, accommodates to guests departure and arrival time schedule</p>

EXHIBIT A

A001 Single Rooms 563 Each Unit Price _____ Total Price _____

Lodging Requirements: Single Rooms.

This contract shall not pay for local or international phone calls from participants' rooms, pay per view programs, mini-bar consumption, room service, nor any alcoholic beverages. Request that all rooms have outgoing phones and pay-per-view TV turned off and mini-bars locked. Allowance for availability of said items be given by presenting a suitable deposit as agreed upon by the hotel. Note that proposed room rates should be the lowest possible rate and any rate which exceeds the U.S. Government lodging per diem rates will not be considered.

ACSS will provide detailed room lists identifying rooms reserved and paid for by this contract by **28 June 2010** that is 15 days prior to the event. The US Embassy will only pay for rooms defined as "Embassy". The US Embassy has no financial liability for rooms booked as "Self-pay". Hotel is nevertheless required to confirm availability of rooms on dates identified below, and requested to hold rooms for "Self-pay" guests at group rate until 1 week prior to planned arrival of individual self-pay guests. Self-paying participants will call the hotel directly with credit card information to reserve their room. If confirmation of travel dates and booking is not confirmed with self-pay seminar attendees one week prior to planned arrival, hotel is under no obligation to hold the room.

The hotel will make available early check-in and late check-out for the guests.

Nights of:	Mo 5 Jul	Tu 6 Jul	We 7 Jul	Th 8 Jul	Fr 9 Jul	Sa 10 Jul	Su 11 Jul
Paid by US	3	5	5	15	25	40	95
Embassy totals							

Nights of:	Mo 12 Jul	Tu 13 Jul	We 14 Jul	Th 15 Jul	Fr 16 Jul	Sa 17 Jul
Paid by US	95	95	95	70	15	5
Embassy totals						

Total Embassy Room Nights = 563

A002 Conference Facilities

Conference Facility Requirements:

Mineral water shall be available for all participants in the Plenary and 4 breakout rooms at a minimum. Bottles of water and glasses shall be strategically placed throughout the rooms to minimize the level of disruption in obtaining water. All conference facilities shall be set up and available for use by 0800 on the start date specified and shall be available for use until 1700 on the end date specified.

A002AA Plenary Room 6 Days Unit Price _____ Total Price _____

- 1 Plenary Room (150-200 PAX classroom-styles with space for 3 interpretation booths. *The interpretation booths will be contracted separately and shall not be priced under this contract.*)

⇒ 10- 15 July 2010

A002AB 1 Breakout Room 6 Days Unit Price _____ Total Price _____

- 1 Breakout Room (20 PAX U-shaped with space for 3 interpretation booths. *The interpretation booth will be contracted separately and shall not be priced under this contract.*)

⇒ 10 - 15 Jul 2010, setup on 10 July. Room to be used on 11 July for Orientation Sessions

A002AB 2 Breakout Rooms 6 Days Unit Price _____ Total Price _____

- 2 Breakout Rooms (20 PAX U-shaped with space for 1 interpretation booth. *The interpretation booth will be contracted separately and shall not be priced under this contract.*)

⇒ 10- 15 Jul 2010,

A002AC Ops Center 12 Days Unit Price _____ Total Price _____

- 1 Operations Center (space for: estimated 10 PAX workstations, 2 Government-furnished printers, 1 Government-furnished fax, 1 photocopier,). Room must include 1 phone line for internal hotel extension calling only, and 1 fax line capable of connecting locally and internationally.

⇒ 6 -17 Jul 2010

A002AD Faculty Office 6 Days Unit Price _____ Total Price _____

- 1 Faculty Office (space for estimated. 4 PAX workstations and a conference table with chairs). Room must include phone line for internal hotel extension calling only.

⇒ 10 - 15 Jul 2010

A002AE Cybercafe 6 Days Unit Price _____ Total Price _____

- 1 Cybercafé (space for estimated 10 PAX workstations). Room must include phone line for internal hotel extension calling only.

⇒ 10 -15 Jul 2010

A002AF 2 Offices 6 Days Unit Price _____ Total Price _____

- 2 Offices: 1 ACSS, 1 for AFRICOM. (Lounge area to fit 8 PAX + desk and chair). Room must include external phone line that is capable of calling internally, locally and internationally.

⇒ 10 -15 Jul 2010

A003 Internet Connectivity

A003AA	Ops Center	11	Days	Unit Price	_____	Total Price	_____
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- Dedicated internet connection for Operations Center. Minimum speed of 2048 kbps down / 1024 kbps up. Maximum speed covered would be for a dedicated T1 connection. Hotel should make internet speed offer for dedicated line based on existing infrastructure or lowest cost.

⇒ 6 – 16 July 2010

Computer workstations (other than Operations Center) should be provided hard-wired open access to the hotel internet infrastructure without username or password for the following offices:

A003AB	Faculty Office	6	Days	Unit Price	_____	Total Price	_____
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A003AC	Cybercafe	6	Days	Unit Price	_____	Total Price	_____
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A003AD	ACSS + AFRICOM Offices	6	Days	Unit Price	_____	Total Price	_____
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⇒ 10-15 July 2010

A004 Voice and fax communication lines

Physical hotel telephones shall be provided by the contractor for all telephone extensions identified in A002. **Total voice and fax communication services shall not exceed 50,000 FCFA without the prior approval of the Contracting Officer.** In order to ensure compliance, contractor shall furnish daily reports to Contracting Officer Representative on charges placed through provided access to voice and fax communication lines.

A004AA	Local phone call	Per minute rate	_____
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A004AB	Int'l phone call	Per minute rate	_____
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A004AC	Local fax comm	Per page rate	_____
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A004AD	Int'l fax comm	Per page rate	_____
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A005 Banqueting Requirements

Availability of full (not continental) breakfast is required. Breakfast shall include yogurt, variety of breads, toast, cereals, eggs, cheese, fruit, meats, milk, coffee, tea, and juices. The Breakfast line item is listed for hotels that do not include this meal in their room rate. Lunch shall consist of a vegetable, or fruit salad, an entree consisting of fish and meat a serving of a vegetable, or starch, a dessert, coffee and tea, and two non-alcoholic drinks per person. **No pork shall be served.** Lunch on 11 July may be served at reserved spaces in primary restaurant for guests. Breakfast location must be capable of serving meals as early as 0600 and have the seating capacity for up to 95 people simultaneously. Lunch location must

be capable of handling 100 people simultaneously, with banqueting tables which can seat between 8 and 10 at each table.

A005AA Breakfast 394 Each Unit Price _____ Total Price _____

A005AB Lunch 414 Each Unit Price _____ Total Price _____

MEALS:

	Su 11 Jul	Mo 12 Jul	Tu 13 Jul	We 14 Jul	Th 15 Jul
Breakfast:	14	95	95	95	95
Lunch:	14	100	100	100	100

Breakfasts Total = 394

Lunches Total = 414

A006 Coffee / Tea Breaks 678 Each Unit Price _____ Total Price _____

Coffee Breaks shall include coffee, tea, juice, and light snack food and shall have a server present at all times. Location for coffee breaks must be able to handle a maximum of 100 people standing, preferably located between plenary room and breakout rooms, with at least two stations for beverage service.

	Su 11 Jul	Mo 12 Jul	Tu 13 Jul	We 14 Jul	Th 15 Jul
Morning:	14		150	100	100
Afternoon:	14	100	100	100	

Breaks Total = 678

A007 Water Bottles Setup 1120 Each Unit Price _____ Total Price _____

Water bottles should be available and set up in Plenary Room and in each of the Breakout Rooms

	Su 11 Jul	Mo 12 Jul	Tu 13 Jul	We 14 Jul	Th 15 Jul
Morning:	20	20	160	160	160
Afternoon:	20	160	160	160	100

Water Bottles Total = 1120

A007 Office Call Service 29 Each Unit Price _____ Total Price _____

Office call coffee / tea Service (For AFRICOM's Office) shall include coffee, tea, juice, and light snack food.

	Su 11 Jul	Mo 12 Jul	Tu 13 Jul	We 14 Jul	Th 15 Jul
Morning:		5	3	3	3
Afternoon:	3	3	3	3	3

Office Call coffee / tea service Total = 29

A008 Welcome Reception 150 Each Unit Price _____ Total Price _____

Welcome reception would take place on 12 July 2010, and require a podium with microphone.

Reception food and beverage shall consist of light hors d'oeuvres served by hotel staff on platters, to include: two vegetables, a fish, a meat, a starch, and a dessert at the minimum, with coffee / tea, and two non-alcoholic drinks per person. **No pork shall be served.**

⇒ 12 July 2010

EXHIBIT B

Option Items.

Each of the following option items may be exercised on an as-needed basis at the established prices, provided the Government provides the hotel with at least 14 calendar days advance notice of its intent to exercise the option. Failure to exercise any of these options will not subject the Government to any cancellation fees.

B001	Registration Room	7	Days	Unit Price	_____	Total Price	_____
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- 1 Community Affairs Lounge (This option may be co-located with the Cybercafe and shall include space for participant lounge area and registration)

⇒ 9 - 15 Jun 2010

EXHIBIT C

Option Items.

Each of the following option items may be exercised on an as-needed basis at the established prices, provided the Government provides the hotel with at least 14 calendar days advance notice of its intent to exercise the option. Failure to exercise any of these options will not subject the Government to any cancellation fees.

C001	Photocopier	10	Days	Unit Price	_____	Total Price	_____
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Minimum requirements for black and white high volume photocopier from 6 to 16 July 2010 include: 50 pages per minute printing, automatic feeder up to 50 sheets, multi-position stapling, high capacity sorter/collator/job separator, and ability to accept both U.S. letter-size and A4 paper.

⇒ 6-15 July 2010

EXHIBIT D

Option Items.

Each of the following option items may be exercised on an as-needed basis at the established prices, provided the Government provides the hotel with at least 14 calendar days advance notice of its intent to exercise the option. Failure to exercise any of these options will not subject the Government to any cancellation fees.

D001	Paper	4	Boxes	Unit Price	_____	Total Price	_____
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Paper boxes include 4 reams of 500 sheets each, totaling 2,000 sheets per box. **Preferred paper is letter size.**

EXHIBIT E

Option Items.

Each of the following option items may be exercised on an as-needed basis at the established prices, provided the Government provides the hotel with at least 14 calendar days advance notice of its intent to exercise the option. Failure to exercise any of these options will not subject the Government to any cancellation fees.

E001	Hotel Shuttle	160	Each	Unit Price	_____	Total Price	_____
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Hotel shuttle would take care of participants transportation: pick up from Dakar airport (80 passengers), and drop off at Dakar airport (80 passengers). ACSS will provide the schedules of passengers' arrivals and departures to hotel. Transportation should take place from 5 July to 17 July 2010.

⇒ 5-17 July 2010

number of passengers transported = 160

CONTINUATION TO SF-1449
RFQ NUMBER SSG200-10-Q-0853
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

The Africa Command would appreciate the following wishlist to be included in bids for provision of aforementioned services:

a) Cancellation Policies:

- i) Lodging: no charge for up to 20% of cancellations or changes made 48 hours prior to planned arrival of individual guests.
- ii) Facilities: no charge for up to 20% of cancellations or changes made 1 week prior to planned start of room rental.
- iii) Banqueting: no charge for up to 20% of cancellations or changes made 24 hours prior to planned meal, break or water delivery service.

b) Lodging:

- i) Maximum of 6 free upgrades to Executive suites per night from 11-16 Nov 2009.
- ii) Complimentary room nights
- iii) Free internet access for all rooms.

c) Transportation:

- i) Free of charge of hotel airport shuttle for transfer of passengers from airport during arrivals and to airport for departures.

d) Early arrivals and departures:

- i) Provision for early check-in (flights arriving early in the morning) and late check-out.

e) Discounts:

- i) As more than one hotel in Dakar can meet the minimum requirements of this PWS, potential contractors should ensure proposal of lowest possible costs on all services.
- ii) Identification of any discounts offered to guests as part of this group. This includes possible discounts on hotel restaurants or nearby services.

2) Contracting:

- i) Bid Proposal: Please use Exhibit A through E to provide quotations.
- ii) Supplementary materials are welcome.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAR 2009), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)
- [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- [] (3) – (19) Reserved
- [**X**] (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
- [] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- [] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- [] (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)
- [**X**] (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

[] (28) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the

[] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

[] (30) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of [52.223-16](#).

[] (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

[] (32) (i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

[] (ii) Alternate I (Jan 2004) of [52.225-3](#).

[] (iii) Alternate II (Jan 2004) of [52.225-3](#).

[] (33) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

[X] (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (35) – (38) Reserved

[] (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

[X] (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (FEB 2010) ([31 U.S.C. 3332](#)).

[] (41) – (42) Reserved

[] (43) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

[] (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
- (vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Go to the internet at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the link to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>NUMBER</u>	<u>TITLE</u>
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52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
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CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

- (b) Invoice Submission. The contractor shall submit invoices in **one original and 03 copies** to the address below . To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**US EMBASSY DAKAR
FINANCIAL MANAGEMENT CENTER
Rue Jean XXIII x Rue Kleber
DAKAR – SENEGAL**

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) **The COR for this contract is Ms. Elisabeth Feleke, ACSS Regional Program Manager for West Africa, designated as Operations Lead for the 2010 Africa Command Symposium**

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel. (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(A) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(B) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(C) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(D) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(E) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

- (F) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>NUMBER</u>	<u>TITLE</u>
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52.204-6	Data Universal Numbering System (DUNS) (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following dosar provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Salvatore Piazza at telephone (221) 33829-2314 or fax (221) 822-2991. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices in “Prices - Continuation of SF-1449, block 23”, and including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (a) adequate financial resources or the ability to obtain them;
- (b) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (c) satisfactory record of integrity and business ethics;
- (d) necessary organization, experience, and skills or the ability to obtain them;
- (e) necessary equipment and facilities or the ability to obtain them; and
- (f) otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

Reserved

All offers will be submitted in local currency (CFA francs)

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).”

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to

the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689. The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place

of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.